2011 - 0208

USAID Grant Agreement No. 492-003.01

AMENDMENT NO. 8

TO THE

STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND THE

REPUBLIC OF THE PHILIPPINES

FOR

STRATEGIC OBJECTIVE 3:

"IMPROVED FAMILY HEALTH SUSTAINABLY ACHIEVED"

Dated: SEP 14 2011

Eighth Amendment ("Amendment No. 8") to the Strategic Objective Grant Agreement for "Improved Family Health Sustainably Achieved" ("the Agreement") dated September 27, 2006, between the Republic of the Philippines ("the Grantee") and the United States of America, acting through the United States Agency for International Development ("USAID")(collectively, the "Parties"). This Agreement previously amended on May 9, 2007, September 25, 2007, September 27, 2007, September 3, 2008, September 28, 2009, September 22, 2010, and April 07, 2011 is hereby further amended as follows:

SECTION A: Contribution of the parties is amended as follows:

1. Section 3.1 (USAID Contribution):

Section 3.1(a) of the Agreement is hereby amended by deleting "One Hundred Thirty Million Two Hundred Sixteen Thousand One Hundred Forty Seven United States (U.S.)dollars ($130,216,147)" and substituting in lieu thereof "One Hundred Sixty Two Million Six Hundred Fifty Three Thousand One Hundred Forty Seven United States U.S. dollars ($162,653,147)."

Section 3.1(b) of the Agreement is hereby amended by deleting "One Hundred Thirty Million Two Hundred Sixteen Thousand One Hundred Forty Seven U.S. Dollars ("U.S. 130,216,147)" and substituting in lieu thereof "One Hundred Sixty Two Million Six Hundred Fifty Three Thousand One Hundred Forty Seven U.S. dollars ($162,653,147)."

2. Section 3.2 (Grantee Contribution): Section 3.2 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 3.2 (Grantee Contribution):

(a) The Grantee's contribution (based on USAID's contribution in 3.1(a) will not be less than the equivalent of Fifty Nine Million, Four Hundred Fifty Two Thousand, Two Hundred Sixty U.S. Dollar $59,452,260), including in-kind contributions. The Grantee will report at least annually in a format to be agreed upon with USAID on its cash and "in-kind" contributions.

3. The Attachment (Illustrative Financial Plan) to Annex I (Amplified Description) of the Agreement is deleted in its entirety and the attached Attachment 1 to Annex 1 is substituted in lieu thereof.

SECTION B: Article 4 (Completion Date) of the Agreement is amended as follows:

4. Article 4, Section 4.1 (a) of the Agreement is hereby amended by deleting "September 30, 2012" and substituting in lieu thereof "September 30, 2013."

SECTION C: Except as specifically amended or modified herein the Agreement shall remain in full force and effect in accordance with all of its terms.

SECTION D: Effectiveness. This Amendment No. 8 shall enter into force when signed by both Parties hereto.

IN WITNESS WHEREOF, the Grantee and USAID, each acting through its duly authorized representative, have caused this Amendment No. 8 to be signed in their names and delivered as of the day and year first above written.

REPUBLIC OF THE PHILIPPINES

By: Dr. Enrique Ona
Secretary
Department of Health

UNITED STATES OF AMERICA

By: Gloria D. Steele
Mission Director
USAID/Philippines

Improved Family Health Sustainably Achieved
Revised Financial Plan
(Rounded to nearest US$000)

Program Element	Obligations to Date	Obligation Under this Amendment No. 8	Cumulative Obligations After Amendment No. 8	Total Planned Contribution
HIV/AIDS	4,553	1,000	5,553	5,553
Tuberculosis	27,164	9,241	36,405	36,405
Maternal and Child Health	16,900	2,994	19,894	19,894
Family Planning and Reproductive Health	70,819	17,049	87,868	87,868
Avian Influenza	850	0	850	850
Other Public Health Threats	510	0	510	510
Nutrition	700		700	700
Program Design and Learning	1,868	1,488	3,356	3,356
Administration and Oversight	6,852	665	7,517	7,517
USAID Contribution	130,216	32,437	162,653	162,653
GRP Contribution 1	48,640	10,812	59,452	59,452
T O T A L	178,856	43,249	222,105	222,105

Either party may unilaterally, with written notice to the other, adjust line items in this budget to a maximum of 15 percent per line item provided, however, that the total obligated amount, as shown in the budget is not exceeded; the total contribution by the Grantee is not reduced; and the amount budgeted for "Program Design and Learning; and Administration and Oversight" is not reduced.

Note 1:

The total counterpart contribution of $59,452,260 (Pesos 2,679,977,223) maybe in cash or in-kind, and included $5,235,000 (Pesos 248,180,000) in cash expenditures to cover estimated VAT, including E-VAT, assessed on U.S.A.I.D.-financed goods and services pursuant to Section 3.2(b) of this Agreement. The counterpart contribution was recomputed every time additional USAID funds were obligated to the Agreement. For purposes of determining the peso equivalent, the counterpart contribution was computed using the exchange rate at the time of the obligation.

Counterpart Contribution is computed as follows:	Prior Obligations	This Obligation	Future Obligations	Total
25% Counterpart Contribution	$ 43,405	$ 10,812	$ -	$ 54,217
12% Est.VAT prior to the issuance of VAT Exemption Certificate	5,235	0	0	5,235
Total	$ 48,640	$ 10,812	$ -	$ 59,452

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FROM THE AMERICAN PEOPLE

5 October 2011

CERTIFICATION

Certified to be a true copy of the original signed by Gloria D. Steele, Mission Director, USAID/Philippines and Dr. Enrique Ona, Secretary, Department of Health.

Nora Pinzon
Acting Chief, Program Resources Management Office
USAID/Philippines

The Eighth Amendment to the Strategic Objective Grant Agreement grants $32,437,000 (US Dollars Thirty Two Million Four Hundred Thirty Seven Thousand) to the Government of the Republic of the Philippines for health programs.

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